

## CONTRACT REVIEW SHEET

|                              |                                    |
|------------------------------|------------------------------------|
| Person Sending: Billy Wasson | Department Name: Courthouse Square |
| Date Sent: 12/28/98          |                                    |

**The attached:** (CIRCLE ONE)

Contract      Amendment # 4      Grant      Lease

INCOMING FUNDS? YES NO (CIRCLE ONE)

If incoming funds you must attach a Revenue Management Sheet

|   |   |  |                                    |
|---|---|--|------------------------------------|
| Contractors Name:                           | Arbuckle Costic Architects, Inc.        |  |                                    |
| Date From: 11/25/98                         | Date To: 6/30/99                        |  |                                    |
| Amount of Contract or Amendment: \$2,970.00 |   |  |                                    |
| If an Amendment, New Contract Total = \$    |   |  |                                    |
| Certificates of Insurance Attached:         | Liability<br>(circle one)<br><br>Yes No | Workers Comp<br>(circle one)<br><br>Yes No | If no insurance attached, why not? |

**Process taken to select contractor:**

Verbal quote: \_\_\_\_\_ Written quote: \_\_\_\_\_ RFP: \_\_\_\_\_ Competitive Bid: \_\_\_\_\_ Renewal: \_\_\_\_\_

(Attach copy for reference)

**Description of Contract Services:**

Additional Services for Arbuckle Costic Architects relating to accoustical consultant services in relationship of buses to office building for the Courthouse Square project. Based on hourly rates, the services provided by Altermatt Associates for the requested work of Sections 1, 2, & 3 are not to exceed \$2,500.00, plus direct cost billings should not exceed \$200.00. Arbuckle Costic will bill on actual invoices from Altermatt, plus 10% to cover the overhead.

| For Risk Management Use  |   |   |  |
|--|---|---|--|
| Date Risk Received: <u>2/8/99</u>  | Date Scheduled on BOC Agenda <u>Consent 2/17/99</u> |   |  |
| Authorization for Health Administration to sign on behalf of BOC:<br><br>yes <input type="radio"/> no <input checked="" type="radio"/> | Additional Comments: _____                          |   |  |
|  | _____   |   |  |
|  | _____   |   |  |
|  | _____   |   |  |
| Staff Review Signatures:   |   |   |  |
| <u>Peggy Mitchell</u> <u>2-9-99</u><br>Risk Management date  |   | Fiscal Services date  |  |
| General Services date  |   | <u>Joe Allen Stonington</u> <u>10 February 1999</u><br>Legal Counsel date |  |

re: \_\_\_\_\_ returned to Department/ \_\_\_\_\_ for \_\_\_\_\_ signatures. Copy to Fiscal Services \_\_\_\_\_ / \_\_\_\_\_

AMENDMENT #4

TO  
CONTRACT FOR SERVICES FOR  
ARBUCKLE COSTIC ARCHITECTS

The Contract for Services between Marion County and Arbuckle Costic Architects dated

~~July 28 1998~~  
MAY 01 1998 (pm) is amended as follows:

Additional Services for Arbuckle Costic Architects relating to accoustical consultant services in relationship of buses to office building for the Courthouse Square project. Based on hourly rates, the services provided by Altermatt Associates for the requested work of Sections 1, 2, & 3 are not to exceed \$2,500.00, plus direct cost billings should not exceed \$200.00. Arbuckle Costic will bill on actual invoices from Altermatt, plus 10% to cover the overhead.

See attached letter for more details.

All other provisions of the original agreement remain unchanged and in effect.

Signed this 17<sup>th</sup> day of February 1999  
December, 1998.  
pm

Arbuckle Costic Architects

Signature

Title

Date

Tax ID # 33-1228023

Approved as to Form:

Contracts Coordinator

Date:

Marion County

Signature

Salem Area Transit District

John Whittington

Legal Counsel

Date: 10 February 1999



Kim Arbuckle, AIA  
Alan E. Costic, AIA  
Walter E. Benishman, Jr., AIA  
Clayton Vorse, AIA  
Mark M. Foster, AIA  
Leonard Lodder, AIA  
Richard S. Reinweber, AIA

July 28, 1998

**ARBUCKLE COSTIC ARCHITECTS, INC.**

363 State Street  
Salem, OR 97301-3533  
503/581-4114 Fax: 503/581-3655  
E-Mail: [acarch@open.org](mailto:acarch@open.org)

**RECEIVED****JUL 31 1998****MARION COUNTY CORRECTIONS  
WORK CENTER**

Billy Wasson  
Project Co-Coordinator/Director of Corrections  
Marion County  
4040 Aumsville Highway SE  
Salem, Oregon 97302

RE: Acoustical Consultant Services  
Relationship of Buses to Office Building  
Courthouse Square  
Project No. 9828.040

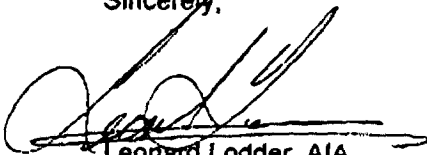
Dear Billy:

As agreed in a previous development team meeting, we received a proposal from an acoustical consultant as arranged by Craig Lewis of Melvin Mark Development. Attached herein is a copy of their proposal for basic services to measure existing sound levels and to provide recommendation to mitigate the transfer of bus operations noise from the bus transfer mall to the interior of the building. As indicated in their "scope of work," they anticipate involvement during the construction document phase as well as during construction. Should they be asked to expand on their terms of reference during the course of the work, a schedule of rates has been included.

Arbuckle Costic Architects will invoice the actual cost of invoices received from Altermatt Associates plus ten percent to cover the overhead. If this arrangement is acceptable, please sign below and return one copy for our files.

If you have any questions, please do not hesitate to call.

Sincerely,



Leonard Lodder, AIA  
Architect

LL:rh

Encl.

cc: Craig Lewis, Melvin Marks Development  
John Whittington, Salem Area Mass Transit

9828.1A

Billy Wasson  
RE: Courthouse Square  
Project No. 9828  
July 28, 1998  
Page 2 of 2

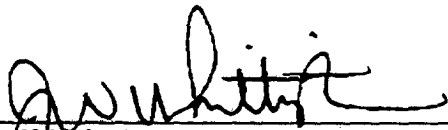
TO: ARBUCKLE COSTIC ARCHITECTS, INC.

We have read the above letter and are authorizing Arbuckle Costic Architects to proceed with the acoustical consultant as described herein. Invoices will be billed every month and are due within twenty days from the date of invoice.



Billy Wasson  
Marion County

7/31/98  
Date



John Whittington  
Salem Area Mass Transit District

8/3/98  
Date

**Altermatt Associates, Inc.***Consultants in Acoustics*

July 21, 1998

Arbuckle Costic Architects  
363 State St.  
Salem, OR 97301-3533

ARBUCKLE COSTIC

JUL 29 1998

RECEIVED

Attention: Mr. Leonard Lodder

Re: Courthouse Square, Salem, OR  
Bus Noise and Vibration Isolation

Proposal 98153

Dear Mr. Lodder:

This letter is written to outline tasks and propose fees to provide acoustical consulting services for the referenced project. The project is a commercial building adjacent to a bus transfer mall to be located in Salem, Oregon. The tasks of this project are understood to involve evaluating the isolation and recommending modifications for control of 1) bus noise from mall to the interior building spaces, and 2) bus vibration from the bus mall to the general building structure.

The following tasks are expected.

**A. SCOPE OF WORK****1. Design****1.1 Source Sound Measurement**

For the most accurate analysis, sound level measurements of the bus noise should be made. In that the sound isolating characteristics of building structure vary with frequency, this information will allow the most accurate evaluation of the currently planned structure, and potential modifications. Measurement of bus noise for idle and acceleration would be made in octave bands from 31.5 Hz to 8000 Hz.

**1.2 Analysis and Recommendations**

1.2.1 Using the data of 1, a determination would be made of the sound isolation requirements of the exterior walls adjacent to the bus transit mall.

Leonard Lodder

July 21, 1998

Page 2

1.2.2 The currently planned exterior building walls and window systems would be evaluated and modifications recommended for adequate reduction of bus noise levels into interior spaces.

1.2.3 Vibration/movement characteristics of the planned building structure adjacent to the bus mall would be evaluated. Recommendations of modifications to structure to improve vibration isolation, if required, would be provided.

### 1.3 Documentation

1.3.1 Measurements, analysis and recommendations would be summarized in a letter report.

### 1.4 Document Review

Review Construction Documents as they progress for appropriate incorporation of recommendations.

## 2. **Contract Bidding or Negotiation Phase**

Review contractor submittals provided in support of alternate systems proposed by the contractor pertaining to this Consultant's work.

## 3. **Construction Phase**

3.1 Assist the Architect in the administration of the Construction Contract with respect to the Consultant's Work.

3.2 The Consultant shall at all times have access to the Work of This Portion of the Project wherever it is in preparation or progress.

3.3 Review any shop drawings, samples and other submissions of the Contractor which relate to the Consultant's Work and are either departures from the Construction Documents as amended by approved substitutions and change orders, or require Consultant's review by the Construction Documents. Review would be made only for conformance with the design concept and for compliance with the information given in the Contract Documents. All comments and approvals would be submitted to the Architect.

3.4 Assist the Architect in preparing Change Orders related to the Consultant's Work.

Leonard Lodder

July 21, 1998

Page 3

- 3.5 The Consultant shall not be responsible for the acts or omissions of the Owner or Architect, the Architect's other consultants, the Contractor, or any Subcontractors or any of their agents or employees, or any other persons performing any of the Work.

## B. FEES

1. Based on hourly rates of the enclosed Fee Schedule, Altermatt Associates, Inc. proposes to provide the services above for the following not-to-exceed fees.

|                          |                |
|--------------------------|----------------|
| Work of Section 1        | \$ 2000        |
| Work of Sections 2 and 3 | 500            |
| <b>TOTAL</b>             | <b>\$ 2500</b> |

### 2. Direct Costs

In addition to the above fees, Direct Costs (expenses according to the appended Fee Schedule & Services Form) will be billed at cost, including an instrumentation fee. We estimate that these should not exceed \$ 200.

### 3. Meetings

Fees include provision of 3 man-hours for related meetings, if needed. Subsequent meetings, if any, will be billed on an hourly basis as Additional Services.

### 4. Additional Services

Fees for Additional Services, not itemized in the above Scope of Work, shall be mutually agreed upon between the Architect and Consultant prior to the Consultant's performance of such services. Fees for additional services shall be billed according to the hourly rates on the appended Fee Schedule through June, 1999. Additional Services performed after June, 1999 will be billed at the then current rates.

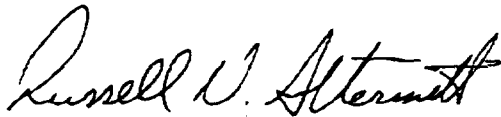
### 5. Payments

This Proposal is submitted on the basis that partial payments will be made within 60 days of monthly statements of engineering fees and direct costs reimbursable.

Leonard Lodder  
July 21, 1998  
Page 4

Please call us with any questions. If this proposal meets with your approval, please sign one copy of this proposal and return it to us so that we may proceed at your direction. We look forward to assisting you on this project.

Sincerely,  
ALTERMATT ASSOCIATES, INC.



Russell N. Altermatt, P.E.  
Principal

Signed \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Arbuckle Costic Architects

Enclosure

cc: Craig Lewis, Melvin Mark Companies



**Altermatt Associates, Inc.***Consultants in Acoustics***FEE SCHEDULE****Effective January 1, 1998**

The hourly billing rates for the consulting services of Altermatt Associates, Inc. are the following:

|                     |       |
|---------------------|-------|
| Principal           | \$ 95 |
| Senior Engineer     | 75    |
| Staff Engineer      | 62    |
| Engineer            | 55    |
| Designer/Technician | 46    |
| Clerical            | 32    |

**Expenses/Direct Costs:**

The following expenses for materials and processes, incurred through the course of the project, will be billed at cost in addition to the manhour charges listed above.

*Document Production:* Report production photocopying in excess of 50 pages, Construction Plans plotting, copying, etc., either as part of contracted design documents or for mark-up as part of the design review process.

*Long Distance Telephone*

*Travel (outside the Portland metropolitan area):* Auto Trip Mileage (\$ 0.30/mile), the fares of other transportation means (every effort will be made to take advantage of available discounts whenever possible), rental autos, and meals.

*Instrumentation:* For all projects requiring measurement instrumentation charges will include the direct cost of any equipment rental as well as the following fees for in-house equipment.

|                           |           |
|---------------------------|-----------|
| General Sound Measurement | \$ 75/Day |
|---------------------------|-----------|

|  |           |
|--|-----------|
| Statistical Sound Measurement<br>(Environmental, Occupational) | \$100/Day |
|--|-----------|

|   |           |
|---|-----------|
| FFT Sound and Vibration Measurement<br>(Reverberation Time, Reflection Analysis,<br>narrowband vibration measurement, etc.) | \$150/Day |
|---|-----------|